

ISSUE 9

# GHANA ARBITRATION AND COMMERCIAL LAW REVIEW

**Effective Commercial Mediation under the  
Accra Arbitration Rules: Guidelines for Mediators,  
Arbitrators and Legal Counsel**



CENTER FOR  
INTERNATIONAL MEDIATORS  
AND ARBITRATORS



LEX MUNDUS  
& CENCLA  
Arbitrators and Litigators




# Effective Commercial Mediation under the Accra Arbitration Rules: Guidelines for Mediators, Arbitrators and Legal Counsel

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## 1. Purpose of this Guideline

This Practice Guideline provides practical, step-by-step direction on the use of commercial mediation under the Accra Arbitration Rules, within the legal framework of the Alternative Dispute Resolution Act, 2010 (Act 798).


It is intended to:

- 
-  Facilitate efficient resolution of commercial disputes;


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  -  Provide procedural clarity for practitioners;

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  -  Promote the institutional use of mediation alongside arbitration;

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  -  Promote the institutional use of mediation alongside arbitration;
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## 2. Scope of Application


This Guideline applies to:

- 
-  Domestic and international commercial disputes seated in Ghana;

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  -  Disputes administered under the Accra Arbitration Rules;

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  -  Standalone mediation, Med-Arb, and Arb-Med-Arb processes;
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Sectors including banking, construction, energy, telecommunications, insurance, and trade.


### 3. Foundational Principles

All mediation conducted under this Guideline shall adhere to:

#### 3.1 Party Autonomy

Parties control:


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 the decision to mediate;

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 the terms of settlement


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 procedural flexibility.

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#### 3.2 Confidentiality

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 All communications are without prejudice;


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 No disclosure in subsequent arbitration or litigation without consent.

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#### 3.3 Neutrality and Independence

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 Mediators must disclose conflicts;

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 Must not act as advocates or decision-makers.

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### 3.4 Good Faith Participation

Parties shall:

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 engage meaningfully;;

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 avoid tactical delay or abuse of process.

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## 4. When to Use Commercial Mediation

Counsel are strongly encouraged to deploy mediation:


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 Pre-dispute (via contractual clauses);

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 Early-stage disputes (before pleadings escalate);


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 During arbitration (to narrow or resolve issues);

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 Where commercial relationships must be preserved;

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 Where confidentiality is commercially critical.

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## 5. Commencement of Mediation

### 5.1 By Contractual Clause

Where the contract provides for mediation:

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 Issue a Notice of Mediation to the counterparty;

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 Notify the administering institution (CIMA / Accra Centre).


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### 5.2 By Post-Dispute Agreement

Parties may execute a:

Submission Agreement to Mediation, specifying:


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 parties


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 dispute scope

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 governing rules (Accra Rules.

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 seat (Ghana)

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 mediator appointment method

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## 5.3 Referral from Arbitration

Tribunals may:

- ① Encourage mediation;
- ① Post-dispute agreement between parties;
- ① Stay proceedings to allow settlement discussions.

## 6. Appointment of the Mediator

### 6.1 Methods of Appointment

- ① Party agreement (preferred);
- ① Institutional appointment upon request;
- ① Appointment from a CIMA panel of accredited mediators.




## 6.2 Qualification Criteria

The mediator should possess:


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 Sector-specific expertise;

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 Experience in negotiation and dispute resolution;

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 Independence and impartiality.

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## 6.3 Disclosure Obligations

Prior to appointment, the mediator shall disclose:

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 Any financial, professional, or personal interest;

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 Any prior dealings with the parties.

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## 7. Procedural Framework


### 7.1 Preliminary Conference

To be held within 5–10 days of appointment, covering:


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 timetable;


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 exchange of statements;

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 confidentiality protocol;

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 mediation format (physical/virtual).

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### 7.2 Exchange of Position Statements

Each party shall submit:


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 concise statement of issues;

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 key documents;

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 settlement posture (optional confidential brief).

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### 7.3 Mediation Sessions

Proceedings typically include:


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 Opening joint session

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 Private caucuses

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 Negotiation phase

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 Settlement drafting (if successful)

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### 7.4 Role of the Mediator

The mediator shall:


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 Facilitate dialogue;


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 Identify underlying interests;

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 Propose settlement options (where appropriate);

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 Not impose a binding decision.


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## 8. Settlement and Enforcement

### 8.1 Settlement Agreement

Where settlement is reached:

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 Must be reduced into writing;

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 Signed by parties and mediator.

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### 8.2 Enforcement Options

The settlement may be:


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 Filed in court under Alternative Dispute Resolution Act, 2010 (Act 798) and enforced as a judgment;

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 Converted into a consent arbitral award under the Accra Arbitration Rules;

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 Enforced contractually.;

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### 8.3 International Enforcement

For cross-border disputes, parties should consider alignment with the Singapore Convention on Mediation where applicable.


## 9. Integration with Arbitration

### 9.1 Med-Arb Protocol

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 Mediation precedes arbitration;

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 If unsuccessful, arbitration proceeds.

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### 9.2 Arb-Med-Arb Protocol

Arbitration commenced;

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 Proceedings suspended for mediation;

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 Settlement recorded as arbitral award.

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### 9.3 Practical Guidance for Counsel

Counsel should:

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 Draft hybrid clauses;

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 Preserve limitation periods;

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 Ensure enforceability of outcomes.

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## 10. Timelines (Recommended Best Practice)

### Stage Timeline

- 
- ④ Appointment of mediator 3–7 days

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  - ④ Preliminary conference within 10 days

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  - ④ Mediation session(s) within 30 days

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  - ④ Settlement (if achieved) within 45 days

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## 11. Costs and Fees

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- ④ Costs are typically shared equally, unless otherwise agreed;

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  - ④ Institutional fees apply where administered;

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  - ④ Legal fees remain party-specific.


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## 12. Ethical and Professional Standards

### 12.1 For Mediators


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 Maintain confidentiality;

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 Avoid conflicts;

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 Ensure fairness.

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### 12.2 For Counsel

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 Advise clients realistically;

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 Avoid adversarial conduct;

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 Promote settlement where appropriate.

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### 13. Strategic Use of Mediation (For Practitioners)


Mediation should be deployed to:

- 
-  Unlock stalled negotiations;


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  -  Reduce client exposure;


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  -  Generate faster recoveries;


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  -  Preserve long-term commercial value.
- 


### 14. Common Pitfalls to Avoid

- 
-  Treating mediation as a mere formality;


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  -  Inadequate preparation;


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  -  Failure to involve decision-makers;

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  -  Overly rigid legal positions;

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  -  Ignoring enforceability requirements.
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## 15. Model Mediation Clause (Commercial Contracts)


“Any dispute arising out of or in connection with this contract shall first be referred to mediation under the Accra Arbitration Rules. If the dispute is not resolved within 30 days of the appointment of a mediator, the dispute shall be referred to arbitration under the Accra Arbitration Rules. The seat of arbitration shall be Accra, Ghana.”

## 16. Institutional Role of CIMA


The Center for International Mediators and Arbitrators (CIMA) shall:

- 
-  Maintain a panel of accredited mediators;


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  -  Administer mediation proceedings;


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  -  Provide training and certification;

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  -  Promote adoption of mediation across sectors;

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  -  Develop sector-specific mediation protocols.
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## 17. Conclusion

Commercial mediation under the Accra Arbitration Rules offers a powerful, underutilised mechanism for resolving disputes efficiently, confidentially, and commercially. This Guideline seeks to bridge the gap between legal theory and practice, enabling practitioners to deploy mediation strategically and effectively within Ghana's evolving ADR landscape.





## **Developing Future Arbitrators: CIMA Partner, RAC Delivers Specialist Lecture to HSE Students in Moscow**

On 22 January 2026, students of the Master's Programme in International Trade Law and Dispute Resolution at the Higher School of Economics (HSE) participated in a specialised lecture hosted at the Moscow office of CIMA's international partner, the Russian Arbitration Center (RAC) at the Russian Institute of Modern Arbitration (RIMA).

The RAC, widely recognised as one of Russia's leading arbitral institutions, administers complex disputes involving international parties and tribunals. The session provided participants with valuable insight into RIMA's strategic development, its academic and capacity-building initiatives, and the institutional architecture and competitive advantages of the RAC as a modern arbitral centre. Under expert guidance, students also engaged in practical analysis of arbitration clauses, reinforcing core drafting and interpretative skills essential to international practice.

Following the lecture, an interactive question-and-answer session enabled participants to explore contemporary issues in arbitration, including the validity and drafting of arbitration clauses, common drafting pitfalls, the growing relevance of mediation in commercial dispute resolution, and key provisions of the Arbitration Rules 2021 (as amended on 1 November 2021).

CIMA commends the Russian Arbitration Center at RIMA for its continued leadership in advancing arbitration education and practice. Such engagements underscore the importance of cross-border collaboration in shaping the next generation of arbitration practitioners and strengthening the global ADR ecosystem.



## **CIMA Partners with Russian International Arbitration Congress (RIAC) 2026**

The Center for International Mediators and Arbitrators (CIMA) is pleased to support the Russian International Arbitration Congress (RIAC) 2026, a leading global forum for arbitration practitioners, institutions, and industry leaders.

Building on the success of its inaugural 2025 edition, which attracted over 1,500 participants across 40+ events, RIAC continues to distinguish itself through high-level professional dialogue combined with rich cultural engagement

## The 2026 Congress will take place from 21–27 September 2026,

- The Main Conference on 22 September;
- Partner-hosted satellite events from 21 and 23–25 September;
- A diverse programme of networking and cultural activities throughout the week.

CIMA looks forward to RIAC 2026



上海国际经济贸易仲裁委员会  
Shanghai International Economic and Trade Arbitration Commission  
上海国际仲裁中心  
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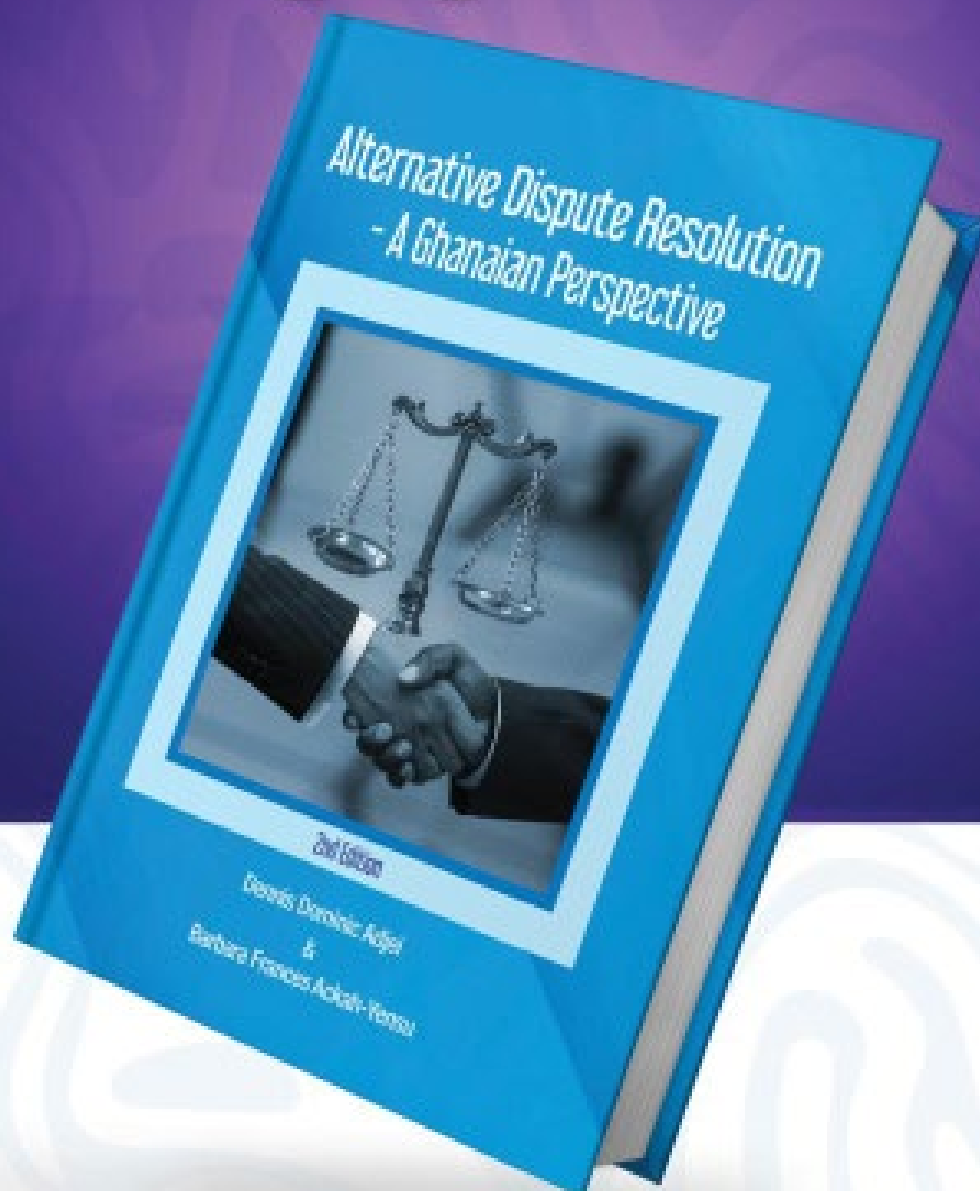


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